

Homeless Management Information System Capacity Building Project  
Grant Agreement

1. **DUNS: 8351203040000**
2. **Tax ID No.: 94-2158408**
3. **Recipient name: Sonoma County Community Development Commission**
4. **Continuum of Care No.: CA-504**
5. **Federal Award Date/Period of Performance Start Date: SEP 30 2019**
6. **Grant No.: CA1821H9T041800**
7. **CFDA Number: 14.261**
8. **Is the award R&D? No**

**Article I**

This Grant Agreement between the United States Department of Housing and Urban Development (HUD) and **Sonoma County Community Development Commission** (the Recipient) is made under the authority of Division K of the Consolidated and Further Continuing Appropriations Act, 2017 (Public Law 115-31) and the Fiscal Year (FY) 2017 Homeless Management Information Systems Capacity Building Project NOFA, FR-6100-N-40 (the NOFA), which can be accessed at <https://www.hud.gov/sites/dfiles/SPM/documents/fy2017hmis.pdf>.

The following are attached to and made a part of this Grant Agreement:

\_\_\_\_\_ Attachment 1 - Project Plan and Project Budget

and

\_\_\_\_\_ Appendix 1 - Award Term for Reporting Subawards and Executive Compensation

\_\_\_\_\_ Appendix 2 – Indirect Cost Rate Schedule

\_\_\_\_\_ Appendix 3 – Performance Schedule

**Article II**

**A. Definitions.**

- a. "Application" means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, and any information or documentation required to meet any Grant award condition.
- b. "Continuum of Care" (CoC) means the group organized to carry out the responsibilities under 24 CFR part 578 and that is composed of representatives of organizations, including nonprofit homeless providers, victim service providers, faith based organizations, governments, businesses, advocates, public housing agencies, school districts, social service providers, mental health agencies, hospitals, universities, affordable housing developers, law enforcement, organizations that serve homeless and formerly homeless

veterans, and homeless and formerly homeless persons to the extent these groups are represented within the geographic area and are available to participate.

- c. "Collaborative Applicant" means the private nonprofit organization, State, local government, or instrumentality of State and local government that has been designated by the CoC to apply for a grant for CoC planning funds under 24 CFR part 578 on behalf of the CoC.
  - d. "Homeless Management Information System" (HMIS) means the information system designated by the CoC to comply with the requirements of the McKinney-Vento Act, 24 CFR part 578, and other HMIS requirements prescribed by HUD, and is used to record and analyze client, service, and housing data for individuals and families who are homeless or at risk of homelessness.
  - e. "HMIS Consolidation" means creating a single HMIS, governed by a shared HMIS governance charter, from two or more HMIS that were independently governed by their own HMIS governance charters.
  - f. "HMIS End User" means an individual who enters or uses data in an HMIS or a comparable database approved by the CoC.
  - g. "HMIS Lead" means a private nonprofit organization, State, local government, or instrumentality of State or local government designated by the CoC in accordance with 24 CFR part 578 to operate the CoC's HMIS on its behalf.
  - h. "HMIS Software Change" is a process in which a CoC designates a new HMIS software and then transfers project, client, and service data from the original HMIS product to a different HMIS product.
- B. Project.** Recipient must use its Grant Funds to complete the HMIS improvement project described in Attachment 1 (the Project), in accordance with the Budget in the Attachment, and only for costs of eligible activities under IV.F of the NOFA.
- C. Budget.** The Secretary agrees, subject to the terms of the Grant Agreement, to provide the Grant Funds in the amount specified below for the Project. HUD's total fund obligation for the Project is \$131,019, which shall be allocated as described in the Attachment 1 Budget.
- D. Changes.** The Recipient must not make any significant change to the Project Plan and Budget without prior HUD approval, evidenced by a Grant amendment signed by HUD and the Recipient. Significant changes are a change of Recipient, a change of project site, additions or deletions in the types of eligible activities approved, a shift of more than 10 percent from one Budget Line Item on the Attachment 1 Project Budget to another, a reduction in the activities being undertaken, and any other change to the Project.
- E. Performance.** The Recipient must comply with the Performance Schedule established in Appendix 3 and must complete the Project no later than the Period of Performance End Date. Upon completion of the Project, the Recipient's HMIS must be able to unduplicate client records, collect all data standards established in the most recent HUD Data Standards (<https://www.hudexchange.info/resource/3824/hmis-data-dictionary/>), maintain historical data, archive data, generate .CSV files for Annual Performance Reports

(APR) and Consolidated Annual Performance and Evaluation Report (CAPER) submission, generate System Performance Measure table shells, and generate .CSV files for the 2018, or subsequent, Longitudinal Systems Analysis (LSA) submission as defined in the 2018, or subsequent, LSA programming specifications.

(<https://www.hudexchange.info/resource/5726/lisa-report-specifications-and-tools/>).

- F. Technical Assistance (TA) Requirements.** HUD will make TA to help the Recipient perform under the Grant Agreement available throughout the term of the Grant Agreement. Recipients required to receive TA must provide to the TA provider a monthly status update on the Recipient's activities and milestones, and the Recipient must work with the TA provider to ensure both that the Project Plan, including Accomplishments, described in Attachment 1, is completed and that all instances of non-compliance with HUD's HMIS requirements are resolved by the end of the period of performance. If the Recipient's Project Plan includes HMIS Consolidation or HMIS functionality changes, the Recipient agrees to receive HUD-funded TA. If the Recipient's Project Plan includes HMIS Consolidation or HMIS functionality changes, the Recipient must submit its HMIS Governance Charter and HMIS Policies and Procedures to a HUD-funded TA provider for review by the deadline specified in Appendix 3. Upon receiving the TA provider's comments and recommendations, the Recipient must review each comment and recommendation identified by the TA provider and must correct all instances of non-compliance with HUD's HMIS requirements. The Recipient acknowledges that the TA provider's review and recommendations are provided solely to improve the capacity of the Recipient and its CoC to meet applicable HMIS requirements, including Governance Charter requirements and HMIS Data and Technical Standards.
- G. CoC Governance Charter.** Recipient must revise and update the applicable governance charter(s) (required by 24 CFR 578.7(a)(5)) within 12 months of the Federal Award Date to meet the following standards and obtain CoC and HUD approval of the updated governance charter(s) within the 12-month period:
- a. Identifies a single designated HMIS Lead, along with the process for identifying the HMIS Lead;
  - b. Specifies the CoC(s) responsible for entering into the HMIS Lead agreement with the HMIS Lead;
  - c. Specifies the responsibilities and relationships between the CoC(s), HMIS Lead, and other participants relevant to the HMIS;
  - d. Specifies how the CoC(s) and the HMIS Lead will work together to establish, support, and manage the HMIS in a manner that meets HUD's standards for data quality, privacy, and security;
  - e. Outlines the process the HMIS Lead will follow to develop and maintain required HMIS policies and standards related to functionality, privacy, security, and data quality;
  - f. Requires that the HMIS Lead enter into written HMIS End User agreements with each organization that participates in and contributes data to the HMIS, which

organizations are also known as Contributing Homeless Organizations (CHOs); and

- g. Specifies HMIS End User fee charged of CHOs by the Continuums(s) or HMIS Lead, if any, and the basis for the fee.
- H. HMIS Consolidation Project Memorandum of Understanding (MOU).** If the Recipient's Project includes HMIS Consolidation the Recipient must ensure that each Collaborative Applicant, UFA, and HMIS Lead involved in the consolidation is carrying out its respective roles and responsibilities as provided in the MOU required by Article III.E.6 of the NOFA throughout the term of the Grant Agreement.
- I. Program Income.** Costs that are incidental to the generation of program income, as defined under 2 CFR 200.80, and that are not paid with Grant Funds may be deducted from gross income when determining program income for purposes of this Grant Agreement. The share of program income generated by the Project that is proportional to the share of total Project costs paid with Grant Funds must be treated as an addition to the Grant Funds and used for the purposes and under the conditions of this Grant Agreement. The Recipient must expend available program income before drawing down Grant Funds, as required by 2 CFR 200.305.
- J. Reporting.** Every three months during the Period of Performance, the Recipient must submit performance reports to HUD and must include a completed Federal financial report as part of, and an attachment to, each performance report. During the Period of Performance, the Recipient must submit these reports within 30 days following the end of each three-month period. The Recipient must submit its final performance report, including the final financial report, within 90 days after the Period of Performance End Date. If HUD determines more frequent reporting is necessary for the effective monitoring of the Recipient's performance or use of funds under this Grant Agreement, HUD may require the Recipient to submit its performance reports on a monthly basis. The performance reports must contain the information required under 2 CFR 200.328(b)(2), including a comparison of actual accomplishments to the objectives indicated in the Recipient's approved application, the reasons why established goals were not met, and additional pertinent information including analysis and explanation of cost overruns, high unit costs, or lack of drawdowns over the three-month period covered in the performance report. Financial reports must be submitted using the Federal Financial Report (SF-425), or such other reports as HUD may require and as approved by OMB and listed on the OMB Web site at <https://www.whitehouse.gov/omb/>. If a report submission is insufficient, HUD will reject the report and notify the Recipient in writing of the corrections the Recipient must make. HUD may suspend the Recipient's ability to draw down Grant Funds while the Recipient has an overdue performance or financial report.
- K. Indirect Costs.** The Recipient must complete Appendix 2, the "Indirect Cost Rate Schedule" and return it to HUD with this Grant Agreement. The Recipient must provide HUD with a revised schedule when any change is made to the rate(s) included in the schedule. The schedule and any revisions HUD receives from the

Recipient are incorporated into and made part of this Grant Agreement, provided that each rate included satisfies the applicable requirements under 2 CFR part 200 (including appendices).

### Article III

- A. **2 CFR Part 200.** The Recipient and each subrecipient under this Grant must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR Part 200, as now in effect and as may be amended from time to time. These requirements include, but are not limited to, the requirements at 2 CFR 200.317 – 200.326 (Procurement Standards), 2 CFR Part 200, Subpart E (Cost Principles), and 2 CFR Part 200, Subpart F (Audit Requirements). The Recipient must notify HUD upon any change in the Recipient's indirect cost rate during the Period of Performance, so that HUD can amend the Grant Agreement, if necessary, to reflect the change.
- B. **Compliance with Civil Rights Laws.** As applicable, the activities undertaken under the Grant Agreement are subject to Title VI of the Civil Rights Act of 1964 and implementing regulations at 24 CFR part 1, Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR part 8, and the Age Discrimination Act and implementing regulations at 24 CFR part 146.
- C. **Equal Participation of Faith-based Organizations in HUD Programs and Activities.** The Recipient must comply with 24 CFR 5.109.
- D. **Real Property Acquisition and Relocation.** The Recipient must comply with 49 CFR part 24.
- E. **Compliance with Transparency Act.** The Recipient must comply with the Award Term for Reporting Subawards and Executive Compensation, which is attached as Appendix I to this Grant Agreement.
- F. **Debarment and Suspension.** The Recipient must comply with 2 CFR Part 2424.
- G. **Participation in HUD-Sponsored Program Evaluation.** The Recipient agrees to cooperate with all HUD staff, contractors, or designated grantees that perform HUD-funded research or evaluation studies.
- H. **Drug-Free Workplace.** The Recipient must comply with drug-free workplace requirements in 2 CFR Part 2429, which adopts the governmentwide implementation (2 CFR part 182).
- I. **Conflicts of Interest.** The Recipient must disclose in writing any potential conflict of interest to HUD. The Recipient and any subrecipient under this Grant must have written standards of conduct for procurements that meet all requirements in 2 CFR 200.318(c). In cases not governed by 2 CFR 200.318(c), the Recipient and its subrecipient(s) must comply with the following conflict of interest requirements:
  - a. **General prohibition.** No person who is an employee, agent, consultant, officer, or official of the Recipient or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the

activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include the following relations of the person, whether by blood, marriage or adoption: spouse, parent (including a stepparent), child (including a stepchild), sibling (including a stepbrother or stepsister), grandparent, grandchild, and in-laws.

- b. Exceptions. HUD may grant an exception to the General Prohibition (described in paragraph (a)) upon the Recipient's written request and satisfaction of the Threshold Requirements for Exceptions (described in paragraph (c)), if HUD determines the exception will further the Federal purpose of the Grant and the effective and efficient administration of the Grant-funded activities, taking into account the cumulative effects of the Factors To Be Considered for Exceptions (described in paragraph (d)).
- c. Threshold Requirements for Exceptions. HUD will consider an exception only after the Recipient has provided the following documents:
  - i. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
  - ii. An opinion of the Recipient's attorney that the interest for which the exception is sought would not violate State or local law.
- d. Factors to Be Considered for Exceptions. In determining whether to grant a requested exception after the Recipient has satisfactorily met the Threshold Requirements for Exceptions (described in paragraph (c)), HUD will consider the cumulative effect of the following factors, where applicable:
  - i. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program that would otherwise not be available;
  - ii. Whether an opportunity was provided for open competitive bidding or negotiation;
  - iii. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
  - iv. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question;
  - v. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (a);
  - vi. Whether undue hardship will result either to the Recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
  - vii. Any other relevant considerations.

- J. Prohibition Against Lobbying Activities.** The Recipient must comply with the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment) and 24 CFR Part 87, which prohibit recipients of Federal contracts, grants, or loans from using appropriated funds for lobbying the executive or legislative branches of the Federal Government in connection with a specific contract, grant, loan, or cooperative agreement. The Recipient must include in its award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), the requirements for the certification required by Appendix A to 24 CFR Part 87 and for disclosure using Standard Form- LLL (SF-LLL), "Disclosure of Lobbying Activities." In addition, the Recipient must obtain the executed certification required by Appendix A and an SF-LLL from all covered persons. "Person" is as defined by 24 CFR Part 87.
- K. Environmental Requirements.** As provided in Section VI.B.10 of the NOFA, the activities funded under this Grant Agreement are categorically excluded from environmental review under the National Environmental Policy Act of 1969 (42 U.S.C. 4321) and not subject to environmental review under related laws and authorities.

#### **Article IV.**

- A. Noncompliance.** If HUD determines preliminarily that the Recipient or one of its subrecipients has not complied with the terms and conditions of the Grant Agreement, HUD will give the Recipient notice of this determination and an opportunity to demonstrate, within the time prescribed by HUD, and on the basis of substantial facts and data, that the Recipient has complied with the requirements. Upon preliminary determination HUD may change the method of payment to reimbursement and require the Recipient to submit documentation before payment and obtain HUD's prior approval each time the Recipient draws down funds. To obtain prior approval, the Recipient may be required to manually submit its payment requests and supporting documentation to HUD in order to show that the funds to be drawn down will be expended on eligible activities in accordance with the Grant Agreement. If the Recipient fails to demonstrate to HUD's satisfaction within the prescribed time that the activities were carried out in compliance with the Grant Agreement, HUD may impose additional conditions, as described in 2 CFR §200.207, or take one or more of the actions described in 2 CFR 200.338, or require the Recipient to receive HUD-funded TA, or may terminate the grant.
- B. Closeout.** The grant will be closed out in accordance with 2 CFR part 200. No later than 90 days after the Period of Performance End Date, unless HUD grants an extension, the Recipient must provide to HUD the following, in the format(s) approved by HUD:
- a. A certification of completion of all activities;
  - b. A certification of compliance with all requirements of the Grant Agreement;
  - c. A report of the amount and types of costs charged to the Grant and a certification that the costs meet the allowability and allocability requirements of 2 CFR Part 200, Subpart E.

- d. The final performance report, including as an attachment the final financial report.
- C. **Continuing requirements.** Closeout of the Grant shall not affect the Recipient's record retention responsibilities under 2 CFR 200.333 or any other continuing responsibilities of the Recipient under this Grant Agreement. When original or replacement equipment acquired under this Grant Agreement is no longer needed for the activities described in the application or activities supported by HUD, the Recipient shall request disposition instructions from HUD.

#### Article V

- A. **Notice.** All notices, requests, demands, reports, and other communications which are required or permitted to be given under this Grant Agreement must be in writing and sent by email to the addresses listed below. All such notices, requests, demands, reports and other communications shall be effective upon the date the email is sent. Either party to this Grant Agreement may change such party's address for purposes of this Section by sending to the other party to this Grant Agreement written notice of the new address in the manner specified in this Section.

If to HUD, to: HMISNOFA@hud.gov

If to Recipient, to: Michael.Gause@sonoma-county.org

- B. **Entire Agreement.** This Grant Agreement constitutes the entire agreement between the parties hereto and may be amended only in writing executed by HUD and the Recipient.



This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,  
Secretary of Housing and Urban Development**

BY: \_\_\_\_\_

(Signature)

Jemine A. Bryon, Deputy Assistant Secretary for Special Needs  
(Name and Title of Authorized Official)

**SEP 30 2019**

\_\_\_\_\_  
(Date)

**RECIPIENT**

\_\_\_\_\_  
(Name of Organization)

BY: \_\_\_\_\_

(Signature of Authorized Official)

\_\_\_\_\_  
(Name and Title of Authorized Official)

\_\_\_\_\_  
(Date)

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Attachment 1  
 Project Plan and Project Budget  
 Sonoma County Community Development Commission -CA-504

Project Plan, including Activity, Outcomes and Completion Date

<b>Budget Line Item Category</b>	<b>Activity</b>	<b>Outcome</b>	<b>Completion (time from award date)</b>
1	Assisting with implementation of available software add-ons to improve system performance and data quality. Implementation will be focused on programs that have historically had a higher rate of data quality issues.	HMIS software provider delivers assistance with software add-ons, including workflows and alerts to improve data quality and Coordinated Entry functions in HMIS for referrals and bed availability	10 months
2	Updating HMIS Governance and Refinement of Policies and Procedures and Core Support for Data Initiatives Group	Finalized set of HMIS Policies and Procedures and monthly meetings with Data Initiatives Task Group (oversight of HMIS Evaluation). Report in June 2020 to Leadership Council (CoC Board).	10 months
2	Developing HMIS Evaluation Plan	Assist CoC Coordinator and HMIS Coordinator with finalizing HMIS Evaluation Plan for CoC HMIS Grant and report to CoC Evaluation Task Group	10 months
2	HMIS end user training on Coordinated Entry referral functionality	Training for all users in CE referrals and workflow in HMIS	10 months
2	Training on data cleaning and data quality/timeliness	Training for end users in data quality/timeliness. Includes additional training for users needing extra assistance with HMIS basics. Training held on a monthly basis. Two trainings in 2020 and 2021 with (half day over two days each time). Biannual trainings on data culture for all end users.	22 months

2	After selection of consultant: includes orientation of consultant and reviewing work plan. Training and TA includes assisting staff with developing biannual trainings on data culture for all end users; assisting staff with developing governance and monitoring of HMIS; training and TA for Data Initiatives Group and reports to Governing Leadership Council, developing a sustainable plan for improving data culture and troubleshooting with end users, and finalizing a report on data culture and policy/procedures.		22 months
2	Regular end user trainings from selected HMIS software provider on software (1:1 and group training for line staff users). Includes technical support for Coordinated Entry users and regular training on HUD entry/exit and data cleaning. Advanced training for HMIS Coordinator and CoC Coordinator on HUD reporting such as AHAR and SPM submission.	HMIS software provider delivers regular end user trainings via webinar and in person for all users; 48 user trainings over two years and 16 administrator trainings over two years. HMIS software provider delivers advanced training and TA to HMIS Coordinator and CoC Coordinator on issues with SPM/LSA submissions including data quality reports and assistance with Sage reports.	22 months
3	Participating in a national conference or training on data and analytics for the purpose of improving HMIS Lead staff and CoC leadership knowledge on how to use, improve, and analyze data for understanding system performance and making data informed decisions	HMIS Lead staff or CoC leadership attends national conference or training on data and analytics and gains knowledge on how to use, improve, and analyze data for understanding system performance and making data informed decisions	24 months

Project Budget and Budget Line Items (BLI)

The parties agree this Attachment contains the approved budget for the project. Differences from the budget proposal contained in the applicant’s phase 2 application and this Attachment are intentional. Any conflict between the applicant’s phase 2 budget proposal and this Attachment will be resolved by adhering to this Attachment.

Budget Line Items* (bold) and sub-activities (unbolded)	Amount Awarded
<b>1. BLI: Upgrading, customizing, and configuring existing HMIS’s functionality</b>	<b>\$11,600</b>
Software upgrade implementation assistance	11,600
<b>2. BLI: Improving HMIS data quality so that it meets HUD’s HMIS data and performance standards and the CoC’s data needs</b>	<b>\$113,984</b>
Consultant-driven end user training	70,049
HMIS software provider trains end users and advanced TA to HMIS and CoC Coordinators	32,150
Project management	11,785
<b>3. BLI: Training of HMIS Lead staff and CoC Leadership through participation in HUD approved training event(s)</b>	<b>\$5,435</b>
National conferences or academic courses that are pre-approved by HUD before incurring costs (two (2) events)	5,435
<b>4. BLI: Activities necessary to complete an HMIS consolidation</b>	<b>\$0</b>
<b>5. BLI: Indirect administrative cost</b>	<b>\$0</b>
<b>Total Budget</b>	<b>\$131,019</b>

\*Budget Line Item changes greater than ten percent (10%) require HUD approval. Note that the 10% applies to Budget Line Items and not to each activity listed underneath each Budget Line Item.

## Appendix 1

### Award Term for Reporting Subawards and Executive Compensation

#### *a. Reporting of first-tier subawards.*

1. **Applicability.** Unless the Recipient is exempt as provided in paragraph d. of this Award Term, the Recipient must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this Award Term).
2. **Where and when to report.**
  - i. The Recipient must report each obligating action described in paragraph a.1. of this award term to <http://www.fsr.gov>.
  - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. **What to report.** The Recipient must report the information about each obligating action that the submission instructions posted at <http://www.fsr.gov> specify.

#### *b. Reporting Total Compensation of Recipient Executives.*

1. **Applicability and what to report.** The Recipient must report total compensation for each of the Recipient's five most highly compensated executives for the preceding completed fiscal year, if—
  - i. the total Federal funding authorized to date under this award is \$25,000 or more;
  - ii. in the preceding fiscal year, the Recipient received—
    - (A) 80 percent or more of the Recipient's annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
    - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
  - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)
2. **Where and when to report.** The Recipient must report executive total compensation described in paragraph b.1. of this award term:
  - i. As part of the Recipient's registration profile at <https://www.sam.gov>
  - ii. By the end of the month following the month in which this award is made, and annually thereafter.

#### *c. Reporting of Total Compensation of Subrecipient Executives.*

1. **Applicability and what to report.** Unless the Recipient is exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, the Recipient shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. **Where and when to report.** The Recipient must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To <http://www.fsr.gov>

ii. By the end of the month following the month during which the Recipient makes the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), the Recipient must report any required compensation information of the subrecipient by November 30 of that year.

#### *d. Exemptions*

If, in the previous tax year, the Recipient had gross income, from all sources, under \$300,000, the Recipient is exempt from the requirements to report:

i. Subawards,

and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

#### *e. Definitions.*

For purposes of this award term:

1. *Entity* means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. *Executive* means officers, managing partners, or any other employees in management positions.

3. *Subaward*:

- i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this award and that the Recipient awards to an eligible subrecipient.
  - ii. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.330).
  - iii. A subaward may be provided through any legal agreement, including an agreement that the Recipient or a subrecipient considers a contract.
4. *Subrecipient* means an entity that:
- i. Receives a subaward from the Recipient under this award; and
  - ii. Is accountable to the Recipient for the use of the Federal funds provided by the subaward.
5. *Total compensation* means the cash and noncash dollar value earned by the executive during the Recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
- i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax-qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.



Appendix 2

INDIRECT COST RATE SCHEDULE

Agency/department/major function	Indirect cost rate (%)	Type of Direct Cost Base
	%	
	%	
	%	

Instructions: This schedule must include each indirect cost rate that will be used to calculate the Recipient's indirect costs under the Grant. The schedule must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the Grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR 200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elect to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR 200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Base Allocation Method, enter each major function of the organization for which a rate was developed and will be used under the Grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

To learn more about the indirect cost requirements, see 2 CFR part 200, subpart E; Appendix IV to Part 200 (for nonprofit organizations); and Appendix VII to Part 200 (for state and local governments).

Appendix 3

PERFORMANCE SCHEDULE

Grant Agreement Deliverable	Due Date
<b>Recipients required to receive HUD-assigned Technical Assistance (TA)*</b>	
Meet with HUD-assigned TA provider to agree on level and frequency of TA support needed	30 days after the Federal Award Date
Provide status update on activities and milestones to TA provider	30 days after the Federal Award Date and every 30 days thereafter.
Submit current CoC Governance Charter and HMIS Policies and Procedures to assigned TA provider for review	30 days after the Federal Award Date
Submit updated CoC Governance Charter and HMIS Policies and Procedures to HUD, including documentation evidencing a review of each comment and recommendation identified by the TA provider and correction of all instances of non-compliance with Article II.G. standards and HUD's HMIS requirements.	9 months after the Federal Award Date
CoC Governance Charter must meet Article II.G. standards.	12 months after the Federal Award Date
Submit performance reports, including financial reports	90 days after the Federal Award Date and every 90 days thereafter.
Complete all activities	24 months after the Federal Award Date
<b>Recipients not receiving HUD-assigned TA or voluntarily receiving HUD-assigned TA</b>	
Submit CoC Governance Charter and HMIS Policies and Procedures to HUD for review	6 months after the Federal Award Date
CoC Governance Charter must meet Article II.G. standards.	12 months after the Federal Award Date
Submit performance reports, including financial reports	Starting 90 days after the Federal Award Date and every 90 days thereafter.
Complete all activities	24 months after the Federal Award Date

*\*For Grant Agreements that include HMIS Consolidations or HMIS functionality changes the Recipient must receive HUD-funded TA throughout the term of the Grant Agreement. HUD has not approved software changes without HMIS Consolidation.*